

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
WATER STREET SEAFOOD COMPANY
DEPARTMENT OF JUSTICE DJ # 202-74-218

BACKGROUND

SCOPE OF THE INVESTIGATION

1. The United States Department of Justice (United States) initiated this matter in response to a complaint filed against the Water Street Seafood Company, a restaurant located at 309 North Water Street, #A, Corpus Christi, Texas (the Restaurant). The complaint alleged that the Restaurant is inaccessible to persons with mobility impairments, under title III of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12181-12189, and the title III implementing regulation, 28 C.F.R. Part 36. Water Street LTD, is the owner and operator of the Restaurant.
2. In the course of its investigation, the United States surveyed the Restaurant in May 2012. Water Street, LTD, made alterations to the Restaurant between January 26, 1992 and March 15, 2010. At the time of the survey, Water Street, LTD, had failed to make alterations to the Restaurant that, to the maximum extent feasible, the altered portions are readily accessible to and usable by individuals with disabilities, in violation of 42 U.S.C. § 12183(a)(2) and 28 C.F.R. §§ 36.402, and 36.403. Specifically, the Restaurant's exterior entrance and toilet rooms were inaccessible to persons who use wheelchairs or have mobility impairments thereby depriving persons with disabilities in their full and equal enjoyment of the Restaurant's goods, services, facilities, privileges, advantages, and accommodations in violation of 42 U.S.C. § 12182(a) and 28 C.F.R. §§ 36.201(a).

JURISDICTION

3. As owner and operator of the Restaurant, a public accommodation, Water Street, LTD, is a place of public accommodation subject to the requirements of title III of the ADA. 42 U.S.C. § 12181(7)(B), 28 C.F.R. § 36.104. The United States is authorized under 42 U.S.C. § 12188(b)(1)(A), 28 C.F.R. § 36.502, to investigate the allegations of the complaint in this matter to determine Water Street LTD's compliance with title III of the ADA and the title III implementing regulation.
4. The Attorney General of the United States may commence a civil action in any appropriate United States district court to enforce title III where he has reasonable

cause to believe that any person or group of persons is engaged in a pattern or practice of discrimination, or that any person or group of persons has been discriminated against under title III of the ADA and that discrimination raises an issue of general public importance. 42 U.S.C. § 12188(b)(1)(B); 28 C.F.R. § 36.503.

5. The parties to the Settlement Agreement (Agreement) are the United States and Water Street, LTD. The parties agree that it is in their mutual interest, and the United States believes that it is the public interest, to resolve this dispute without engaging in protracted litigation. The parties have therefore voluntarily entered into this Agreement.
6. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit under title III in this matter, except as provided in the section entitled "Implementation and Enforcement."

REMEDIAL ACTIONS

7. Water Street, LTD. will not violate title III of the ADA. It will not discriminate against any individual on the basis of disability in the full and equal enjoyment of the Restaurant's goods, services, facilities, privileges, advantages, and accommodations. 42 U.S.C. §§ 12181-12189; 28 C.F.R. Part 36.
8. Water Street, LTD. represents that since the site survey was conducted, it has made the physical modifications to the Restaurant listed in Attachment A.
9. Water Street, LTD. further represents that the physical modification made to the Restaurant comply with the cited provisions of the 2010 ADA Standards for Accessible Design (Standards). 28 C.F.R. § 35.104; Appendices B and D to 36 C.F.R. part 1191 and the requirements contained in subpart D of 28 C.F.R. part 3.
10. Except as otherwise specified in this Agreement, within 3 months of the effective date of this Agreement, Water Street, LTD. will submit a written report to the United States summarizing the actions it has taken pursuant to this Agreement. The report will include detailed photographs showing measurements, architectural plans, and work orders.

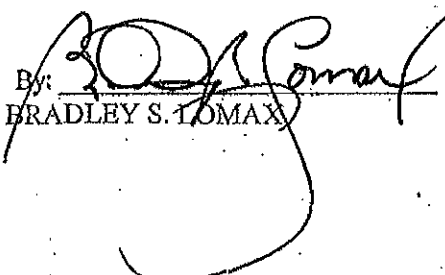
IMPLEMENTATION AND ENFORCEMENT

11. The United States may review compliance with this Agreement at any time. If the United States believes that Water Street, LTD. has violated this Agreement, the United States will notify Water Street, LTD. in writing and will attempt to resolve the issues in good faith. If the United States' concerns are not fully resolved within 30 days of the written notice the United States may institute a civil action in federal district court to enforce the terms of this Agreement to enforce title III of the ADA.

12. It is a violation of this Agreement for Water Street, LTD, to fail to comply in a timely manner with any of the requirements imposed by this Agreement.
13. Failure by the United States to enforce any provision or deadline of this Agreement will not be construed as a waiver of the United States' right to enforce any provisions or deadlines.
14. This Agreement is a public document. A copy of this Agreement, including Attachments, and any information contained in it will be made available to any person by Water Street, LTD, or the United States on request.
15. This Agreement constitutes the entire agreement between the parties on the matters raised in it, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement, including its Attachments, which are incorporated by reference, will be enforceable. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect Water Street, LTD's continuing responsibility to comply with all aspects of the ADA.
16. This Agreement will remain in effect for one year.
17. The person signing for Water Street, LTD, represents that he is authorized to bind Water Street, LTD, to this Agreement.

18. The effective date of this Agreement is the date of the last signature below.

For Water Street, LTD.:

By: 
BRADLEY S. TOMAX

Date:

9.17.14

For the United States:

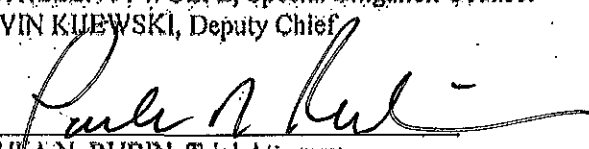
MOLLY J. MORAN, Acting Assistant Attorney General
for Civil Rights

EVE L. HILL, Deputy Assistant Attorney General

REBECCA B. BOND, Chief

KATHLEEN P. WOLFE, Special Litigation Counsel

KEVIN KLEWSKI, Deputy Chief

By: 
PAULA N. RUBIN, Trial Attorney

U.S. Department of Justice

Civil Rights Division

950 Pennsylvania Avenue, N.W.

Disability Rights Section - NYA

Washington, DC 20530

Phone: 202-305-2191

Fax: 202-514-7821

Date:

9.30.14